

AMENDMENT No. 1-D TO AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER

PRECONSTRUCTION SERVICES AMENDMENT

Pursuant to Section 1.3 of the Agreement, dated February 14, 2007 between City of Durham (Owner) and **Skanska USA Building, Inc.** (the Construction Manager), for Downtown Bundle Projects Bundle (the Project), Amendment 1 (executed March 16, 2007) , and Amendment 1-A (executed March 26, 2008), and Amendment 1-B (executed October 5, 2009), and Amendment 1-C (executed November 24, 2009) the Owner and Construction Manager hereby identify and establish all Preconstruction Services, the duration of Preconstruction Phase Services and a Preconstruction Phase Services stipulated sum, as follows:

ARTICLE I IDENTIFICATION OF SUBPROJECT NAME, OWNER'S SUBPROJECT NUMBER, IDENTIFYING LETTER, AND PROPOSED BUDGET

Subproject Name

Additional services for previously identified subproject (collectively referred to as "Downtown Bundle Phase II")

Art Council Upgrade Phase II

Carolina Theatre Upgrade Phase II

ARTICLE II IDENTIFICATION OF ARCHITECT

**Heery International
434 Fayetteville, Suite 100
Raleigh, NC 27601**

ARTICLE III PRECONSTRUCTION PHASE SERVICES

Construction Manager has performed preconstruction services as described in Amendment 1-B for the Pre-Design Phase for Phase II of the Downtown Bundle. Construction Manager will continue to perform preconstruction services, as required by the contract and amended below for Phase II of the Arts Council Upgrade, Carolina Theatre Upgrade. For the Subproject identified in this Amendment, the Owner and the Construction Manager hereby agree that the scope of Preconstruction Services set forth in §§ 2.1 and 2.2 of the Agreement is amended as follows:

Under § 2.1.7 Construction Cost Models/Estimates, delete the first sentence of § 2.1.7.2 starting with "The Construction Manager shall prepare and submit. . . ." and ending with ". . . (based on 100% construction documents) pursuant to Section 2.2.1." and replace with the following:

The Construction Manager shall prepare and submit the construction cost model and all subsequent updates within fifteen (15) days after the Architect's completion of the design documents for each phase (or within such reasonably longer period of time as agreed to by the Construction Manager, the Architect and the Owner): design development phase estimate, a preliminary guaranteed maximum subproject price proposal (based on 100% complete construction documents or less than 100% complete construction documents, as directed by the Owner) pursuant to Section 2.2.1.

ARTICLE IV DURATION OF PRECONSTRUCTION PHASE SERVICES

For the subproject identified in this Amendment, the Owner and the Construction Manager hereby agree that the Preconstruction Services shall be performed and completed on or before April 28, 2011 based on Architect's Design Schedule for release of Construction Drawings on January 28, 2011, or as otherwise mutually agreed to, in writing, between Owner and Construction Manager.

ARTICLE V PRECONSTRUCTION PHASE SERVICES STIPULATED SUM

Section 4.1.1 of the Agreement and is amended by addition of the following: The Owner and the Construction Manager hereby agree that the Construction Manager's Preconstruction Phase services, for the Subproject services identified above in this Amendment 1-D, shall be an amount not to exceed \$50,000.00 to be billed monthly in accordance with agreed upon hourly rates (attached hereto as "Exhibit A – Skanska Hourly Rates").

IN WITNESS WHEREOF, the City and the Contractor have caused this contract to be executed under seal themselves or by their respective duly authorized agents or officers.

PREAUDIT STATEMENT:

ATTEST:

CITY OF DURHAM

By: _____

SKANSKA USA BUILDING, INC.

(Please affix corporate seal here.)

By: _____
Title of Officer: _____

STATE OF _____

CORPORATION ACKNOWLEDGMENT

COUNTY OF _____

I, _____, a notary public in and for said

county and state, certify that _____
personally appeared before me this day and acknowledged that he or she is (~~strike through the inapplicable:~~) chairperson/ president / chief executive officer / vice-president / assistant vice-president/ treasurer/ chief financial officer of Skanska USA Building, Inc., a Delaware corporation, authorized to do business in North Carolina, and that by authority duly given and as the act of the corporation, he or she signed the foregoing contract with the City of Durham and the corporate seal was affixed thereto.

This the _____ day of _____, 20_____.

My commission expires:

Notary Public